

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th STREET; BLDG. 5 SUITE 200
MIAMI GARDENS, FLORIDA**

ADDENDUM NO. 1

Date: April 15, 2009

To: All Potential Proposers

Subject: *RFP#08-09-032 JANITORIAL SERVICES*

Opening Date: April 23, 2009 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'Bid Submittal Form'. Failure to do so may subject the Bidder to disqualification.

Questions received at the pre-proposal conference/site visit with City answers below

Q.1: Does the current contract amount listed in the RFP include all the facilities listed in the proposal?

A.1: The current contract amount includes all of the City Hall facilities except building #3 which was just added. The current cost per month for building # 3 is: \$656.00. The estimated square feet of #3 is 8,161 sq. ft.

Q.2: What type of flooring will be installed at the Public Works Building?

A.2: The Public Works building will have 3,129 square feet of carpet and 756 square feet of ceramic tile. Attached to this addendum is the floor plan for the Public Works Building. The remaining area will be concrete and will not be included in the proposal.

Q.3: Will the tile floors in the City Hall facilities require stripping and polishing?

A.3: All non-carpeted floors shall be maintained in accordance with the performance specifications.

Q.4: Will the awarded contractor be able to remove/change the paper dispensers located in the restrooms?

A.4: The City leases the buildings, therefore, if the contractor removes/changes the dispensers, the dispensers become the property of the owner. The contractor may remove/change as long as the replacement dispensers dispense the same quality of products and there are no open holes left in any of the areas where the dispensers are being replaced. Contractor will be responsible for repairing, to the City's satisfaction, any holes and or damage to any walls.

Q.5: How many employees are in each area?

A.5: Building # 5 approximately 27 employees; Building # 4 approximately 63 employees; Building #7 approximately 34; Building # 3 approximately 15 employees. Police Building approximately 247 employees 190 police officers; Public Works Building approximately 9 employees.

Companies that attended the pre-proposal are as listed: Kleen Master; Intercity; Cleaning Systems Inc.; SFM Services; Albu & Son; D&B Building Services, Inc.; Anything Anytime Services; Quality Steamer; McKenzie's Cleaning Company; JCL Global LLC; BT Commercial; USSI Cleaning; Chi-Ada Corp.; Admire Cleaning Service; Weed-A-Way, Inc.; GFS Building Maintenance; GND Cleaning; Kelly Janitorial System

Questions received in writing with City answers below

Q.1: Who is currently providing janitorial service and what is the current cost for the Police Building?

A.1: The janitorial services performed at the Police Department are performed by City employees.

Q.2: What is the City Holiday schedule?

A.2: The City observes all Federal holidays.

Q.3: The exterior frames/windows are not mentioned in the specifications why?

A.3: The contractor will not be responsible for any exterior cleaning

Q.4: Door threshold or foot plates are not mentioned – are they to be cleaned?

A.4: Yes, where the specification states "door" threshold and foot plates shall be cleaned

Q.5: Areas where there is a copier – is the janitorial crew responsible for cleaning behind and under these areas?

A.5: Yes, in accordance with the specifications, however, the janitorial crew shall not move the copiers and cleaning of these areas shall be accomplished with City representative prior approval and assistance.

Q.6: In some of the lobby areas the walls have several marks – will the janitorial company be responsible for removing these marks?

A.6: The lobby areas in Building, Community Development, HR, Public Works are being painted, however, all other areas shall be cleaned and marks removed by contractor.

Q.7: Are baseboard cleaning included in the specifications?

A.7: Yes, baseboards are to be cleaned as specified.

Q.8: How are the desks to be cleaned?

A.8: Desks are to be cleaned as specified. If papers are on surface of desk, then contractor shall clean around the papers, if desk is cluttered then contractor shall not clean.

I apologize for any inconvenience this may cause in preparing your proposal.

Please note receipt of Addendum No. 1 on the Bid Submittal Form.

All else remains unchanged

Sincerely

Pam Thompson

Pam Thompson, CPPO, CPPB
Procurement Manager



City of Miami Gardens

REQUEST FOR PROPOSALS

The City of Miami Gardens is requesting sealed proposals from qualified licensed companies to furnish all labor, equipment, materials and expertise as required to perform janitorial services for municipal offices.

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the Office of the City Clerk of Miami Gardens, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169 until 2:00 P.M. on Thursday, **April 23, 2009**, at which time they will be opened and read in the Council Chambers by the Procurement Manager. Proposals received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

"RFP#08-09-032 JANITORIAL SERVICES"

PRE-PROPOSAL CONFERENCE/SITE VISIT will be held on Friday, April 10, 2009 at 10:00 a.m. E.S.T. at the Council Chambers, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169. Site Visits will be held on the day of the pre-proposal conference only. **No additional site visits will be allowed.** Proposers are strongly encouraged to attend this conference.

A \$2,500.00 Cashier Check as a Proposal Bond is a requirement of this Request for Proposal.

Copies of this Proposal Document may be obtain by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #0809032 or may be found on the City's web site under Procurement, Bids RFPs at www.miamigardens-fl.gov. Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, evaluation meetings, award will be posted and disseminated by DemandStar.

FOR INFORMATION

For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000. Deadline for submittal of questions is April 14, 2009 @ 3:00 p.m.

ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 "Cone of Silence", public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

JANITORIAL SERVICES
RFP#08-09-032
April 23, 2009

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City Clerk, City of Miami Gardens, 1515 N W 167th Street; Bldg 5 Suite 200, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.3.3 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.3.4 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for

making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 622-8001.

1.9 AWARDS:

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.13 DISPUTES:

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

1.14 LEGAL REQUIREMENTS:

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

The individual executing this proposal on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

1.15 INDEMNIFICATION:

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the City as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or

expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Gardens, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.17 OSHA:

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.17A SAFETY PRECAUTIONS:

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 ANTI-DISCRIMINATION:

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.20 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 DEFAULT/FAILURE TO PERFORM:

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful

bidder incapable of performing the work in accordance with and as required by the contract.

- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

1.24 CANCELLATION:

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.26 SUBSTITUTIONS:

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

The City reserves the right to inspect the bidder's facilities at any time with prior notice.

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.31 CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.32 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

1.33 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

1.34 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

1.35 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.36 WARRANTIES OF USAGE:

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.37 PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.38 CODE OF ETHICS:

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

1.39 NON-COLLUSION:

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.40 PROHIBITION OF INTEREST:

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

1.41 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

1.42 TIED BIDS:

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

1.43 LOCAL PREFERENCE:

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 5% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

1.44 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS:

In accordance with the City of Miami Gardens Code of Ordinance 2008-20-156 regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools

and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov.

1.45 DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

1.46 SMALL, MINORITY, AND WOMEN'S BUSINESSES:

The City of Miami Gardens encourages Small, Minority, and Women's Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses on solicitation lists;
- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, and women's businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

JANITORIAL SERVICES

RFP#08-09-032

April 23, 2009

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this proposal is to establish a contract, by means of sealed proposals, with licensed companies to furnish all labor, equipment, materials and expertise as required to perform janitorial services for municipal offices as specified herein, from a source that will give prompt and efficient service.

The City's current contract for City hall facilities in the amount of \$35,000.00 is with Kleen Master, Inc.

2.2 TERM OF CONTRACT:

It is requested that the proposer quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of two (2) years. The City of Miami Gardens reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) years. Contract renewal shall be based on satisfactory performance and determination that the contract is in the best interest of the City. Annual renewals will be based on the successful proposer agreeing to the same terms and conditions and by filing written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be the City's prerogative, not a right of the proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

No price increase will be accepted during the initial contract period. Renewal terms allow for a request for an increase at the time of renewal based on proposer's cost increase not to exceed three percent (3%). A written notice sent to the City for approval of any increase prior to renewal accompanied by proposer's documentation to substantiate need for price increase. No more than one price increase will be accepted during the renewal period.

The proposer may make application for price adjustment to the renewal contract if the Consumer Price Index; U.S. Bureau of Labor Statistics; All Urban Consumers; U.S. City Average; that occurred between the newest C.P.I. index publication available at time of request increases 5% or more during this period of the contract.

If during the contract period, the total C.P.I. decreases 5% or more, the proposer is required to extend to the City a price decrease equal in percentage to the percentage of the index.

2.1 METHOD OF AWARD:

Award of this contract shall be made to the responsive, responsible proposer whose proposal will be the most advantageous to the City of Miami Gardens, taking into consideration the evaluation factors set forth in section 2.4 below.

Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Options will be selected at the sole discretion of the City of Miami Gardens.

City anticipates Council award on June 10, 2009.

2.2 EVALUATION OF PROPOSALS:

Following review of all proposals, the Selection Committee will recommend one Proposer. Recommendations will be based on the following weighted criteria:

- (a) Balanced Proposal Price (Max. 25 points)
- (b) Description of Equipment to Perform Work (Max. 5 points) (Based solely on equipment lists submitted with bid)
- (c) References (Max. 30 points) (Based on site(s) visits of current cleaning locations)
- (d) Contractor's ability to perform contract, quality assurance programs, employee training programs, etc. (Max. 25 points) (Based solely upon information submitted with bid)
- (e) Sample Performance Measures meeting or exceeding PERFORMANCE SPECIFICATIONS of this RFP (Max 5 points) (Based solely upon sample submitted with bid)
- (f) Firm(s) with an office located in the City of Miami Gardens for at least 6 months prior to this RFP (Max. 5 points) – Copy of Business Tax License required.
- (g) Firm(s) who've contributed to local school(s) per City Ordinance 2008-20-156 (Max. 5 points) Copy of commitment letter from principal is required.

SELECTION PROCESS

Proposals received by submittal deadline will be reviewed by the Procurement Department to determine if each Proposer has submitted the required information and met all mandatory requirements. Those Proposal(s) found to be non-responsive shall be rejected from further consideration.

Responsive Proposals shall be referred to the Selection Committee for evaluation.

The Selection Committee Members shall independently review and score every Proposal in its entirety and shall meet as a group to discuss award recommendation.

The scoring will be based on all factor(s) as identified in the Evaluation Criteria, and all other pertinent data submitted. A grand total score shall be computed by the adding each Selection Committee Members score together. The firm with the highest grand totals shall be the award recommendation.

2.5 PAYMENT:

The successful proposer will be required to notify the City's Authorized Representative by completing and faxing a complete check list immediately upon completion of the work week on Friday. PAYMENT WILL BE BASED ON RECEIPT OF COMPLETED CHECK LIST AND UPON INSPECTION OF THE WORK PERFORMED BY THE CITY'S AUTHORIZED REPRESENTATIVE.

Unsatisfactory services will be explained by the City's Representative(s). All required corrections shall be completed within eight (8) hours after fax or verbal notice from City's Representative has been given to the Contractor. Failure in the Contractor's responsibility to complete corrections required as outlined will result in payment deduction of one (1) day of Contractor's monthly payment per day for each day the unsatisfactory services are not corrected and approval granted. The deducted amount will not be added back to that month's billing.

Invoices for payment will be submitted on a monthly basis for the duration of the contract. Invoices will be subject to verification and approval by the City's Authorized Representative.

Continued unsatisfactory services, by the successful proposer, will result in the contract being cancelled upon written notice.

The City may thereupon look to the next lowest and responsive and responsible contractor to complete the work or advertise for bids and let a contract for the remaining contract term in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Contractor upon his contract. **Any excess cost arising therefrom over and above the original contract price shall be charged to the Contractor.**

PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. VISA acceptance is mandatory but is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form

2.6 RESPONSE TIME:

Proposers shall guarantee a four (4) hour response time, from time of verbal notification, to have a crew return to any of the municipal offices to correct unfinished or unsatisfactory janitorial duties.

Unsatisfactory or unfinished janitorial duties will be explained by the City's Authorized Representative upon contacting Contractor. All required corrections shall be completed within eight (8) hours after verbal notice has been given to Contractor.

Contractor shall provide beeper/cell phone numbers of pertinent personnel to the City's Authorized Representative for contacting.

2.7 ADDITIONS/DELETIONS OF FACILITIES:

Although this Solicitation identifies specific facilities/locations to be serviced, it is hereby agreed and understood that any facility may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required the successful proposer(s) under this contract shall be invited to submit price quotes for these new properties. These quotes are comparable with prices offered similar services, the award(s) may be made to the lowest responsible proposer(s) meeting specifications in the best interest of the City and a separate purchase order shall be issued by the City.

The City may request the contractor to provide additional cleaning staff to be on site as needed. Contractor is required to provide an hourly rate for this additional service. The hourly rate quoted shall include full compensation for labor, equipment use, travel time and any other cost to the bidder. This rate is assumed to be at straight-time for all labor.

2.8 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the proposer is awarded a contract under this solicitation, the prices quoted by the proposer on the Proposal Form shall remain fixed and firm during the term of this contract; provided, however, that the proposer may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.9 PRE-PROPOSAL CONFERENCE/SITE VISITS:

A Pre-Proposal Conference/site visits will be held on Friday, **April 10, 2009**, at **10:00** a.m. E.S.T. at the Council Chambers, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169. Site Visits will be

held on the day of the pre-proposal conference only. **No additional site visits will be allowed.** At that conference/site visit all work will be discussed and all questions answered. You may submit questions in writing to be received no later than 3:00 p.m. **April 14, 2009** to: Pam Thompson, CPPO CPPB Procurement Manager, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5, Suite 200, Miami Gardens, FL 33169. Facsimile: (305) 622-8001, E-mail: pthompson@miamigardens-fl.gov. Proposers are encouraged to attend this conference. Proposers are required to be familiar with any conditions which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The proposer is also required to examine carefully the specifications and all locations and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

Submission of a proposal will be construed that the proposer is acquainted sufficiently with the site(s) and work to be performed.

2.10 INSURANCE:

Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- 2.10.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000
The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
- 2.10.2 Fidelity/dishonesty coverage - \$500,000 per occurrence
- 2.10.3 General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations
- 2.10.4 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$1,000,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

2.11 CONTACT PERSON:

For any additional information regarding the specifications and requirement of this proposal, contact: Pam Thompson, fax: (305) 622-8001, e-mail: pthompson@miamigardens-fl.gov.

2.12 PROPOSAL CLARIFICATION:

Any questions or clarifications concerning this Invitation for Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, FL 33169. FAX: (305) 622-8001, e-mail: pthompson@miamigardens-fl.gov. The proposal title/number shall be referenced on all correspondence. All questions must be received no later than 3:00 p.m. Tuesday **April 14, 2009**. All responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.13 PROPOSAL BOND:

All proposals must be accompanied by a Cashier's Check in the amount of \$2,500.00, made payable to the City of Miami Gardens, as a guarantee that the bidder, if awarded the contract, will within ten (10) consecutive calendar days after being notified of the award, enter into a contract with the City of Miami Gardens in accordance with the specifications requirements. The Cashier's Check, of all unsuccessful bidders will be returned after proposal award.

2.14 UNIT COST PER LOCATION/SITE RATE:

The unit cost per location/site rate quoted shall be for any and all additional work as specified herein and shall include full compensation for labor, equipment use, and any other cost to the proposer. This rate is assumed to be at straight-time for all labor.

2.15 REFERENCES:

Each **proposal** must be accompanied with a minimum of five (5) references with a minimum of three (3) years experience providing janitorial services for facilities with a minimum 30,000 square feet capacity, which shall include the name of company, a contact person, telephone number, fax number and e-mail address. Local references are preferred, as the City reserves the right to visit each reference submitted. It is the responsibility of the proposer to ascertain that the contact person will be responsive. NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.

2.16 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or services of work required, enumerating or defining the extent of same necessary, but failure to list any items or services under scope of the several sections shall not relieve the proposer from furnishing, maintaining or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the contract.

2.17 PROPOSAL SUBMITTAL:

All proposals submitted shall include the completed Proposal Form and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting proposal, each proposer shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Procurement Manager.

2.18 PROPOSER QUALIFICATIONS:

In order for proposals to be considered, proposers must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the proposer; maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment and materials required in this scope of work; have available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incident to the work; has not had just or proper claims pending against him or his work; and has serviced similar type, size and complexity of janitorial maintenance. The evidence will consist of listing the similar maintenance contracts, for the last three (3) years.

A list of equipment and specific number of qualified manpower available to perform work if awarded contract must be submitted with proposal. The equipment list shall be up-to-date and include brands and model numbers.

2.19 LATE PROPOSALS:

The City of Miami Gardens cannot be responsible for proposals received after opening time and encourages early submittal.

2.20 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

2.21 COMPLETE INFORMATION REQUIRED ON PROPOSAL FORM:

All proposals must be submitted on the attached Proposal Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND FIVE COPIES of the Proposal and Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of the General Conditions.

2.22 DOCUMENTS REQUIRED WITH SUBMITTAL:

Insurance Certificate	Licenses
Equipment List/Personnel	Proposer Qualifications
References	Questionnaire
Quality Control Program	Five copies and One (clearly marked) Original Proposal Form

JANITORIAL SERVICES
RFP#08-09-032
April 23, 2009

3.0 PERFORMANCE SPECIFICATIONS:

The purpose of this proposal is to establish a contract for the furnishing of all labor, equipment, materials, supplies and expertise for janitorial maintenance services for municipal offices in Miami Gardens, Florida.

The City's current contract for City hall facilities in the amount of \$35,000.00 is with Kleen Master, Inc.

LOCATIONS/FACILITIES:

CITY HALL located at 1515 N W 167th Street; Bldg 5 Suite encompasses approximately 35,000 square feet of office space throughout four (4) buildings in close proximity to one another with approximately 125 full time employees. There are two public restrooms consisting of four sinks and four toilets. There are fifteen staff restrooms consisting of nineteen sinks and seventeen toilets and one urinal. Main building of City Hall receives approximately 100 visitors daily. There are six small kitchens with sinks.

Option Locations/Facilities:

1)PUBLIC WORKS located at 1020 NW 163rd Drive encompasses approximately 4,710 square feet of office space with approximately 13 full time employees. There are two public restrooms consisting of two sinks and two toilets. There are three staff restrooms consisting of five sinks, three toilets and two urinals. There are two small kitchens.

2)POLICE DEPARTMENT located at 1050 NW 163rd Drive encompasses approximately 27,000 square feet of office space including holding cells with approximately 246 full time employees. There are four public restrooms consisting of four toilets and four sinks. There are six staff restrooms consisting of twelve toilets, thirteen sinks and four urinals. There are three showers. There are four holding cells with a stainless sink and toilet combination in each cell. There are two kitchens.

BACKGROUND:

The City leases the current occupied office space at City Hall. The fixtures in the restrooms (toilet paper dispenser, paper towel dispenser etc) do not belong to the City, therefore, the City doesn't have keys or access. The awarded contractor will be responsible for obtaining keys or access to the dispensers.

3.1 GENERAL LOCATION OF WORK:

3.1.1 If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City of Miami Gardens. Such property shall include but not be limited to: office equipment, furniture, carpet, window blinds, etc.

3.1.2 Contractor shall notify the City's Authorized Representative in writing of any pre-existing damage to facility(s), equipment, furniture, etc. before beginning work. Failure to do so shall obligate the contractor to make repairs per section. 3.1.1.

3.2 PROTECTION:

3.2.1 Contractor must provide protection necessary to prevent damage to property being maintained.

3.2.2 Restore any damage to property being maintained to their original conditions, at contractor's expense, as acceptable to the City of Miami Gardens.

3.3 HOURS OF WORK:

- 3.3.1 CITY HALL BUILDINGS – Monday-Friday after 5:30 p.m. before 7:00 a.m. Approximately 4-5 Evening Public Meetings/month are held in the Council Chambers. City will provide City Hall calendar every month to enable proper cleaning schedule.
- 3.3.2 POLICE INVESTIGATION OFFICE(City Hall)- Monday-Friday before 4:00 p.m.
- 3.3.3 PUBLIC WORKS- Monday-Friday after 4:30 p.m. before 6:30 a.m.
- 3.3.4 POLICE DEPARTMENT – Monday-Sunday after 5:30 p.m. before 7:00 a.m.

3.4 EMPLOYEES:

- 3.4.1 Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identifications at all times. Employees are required to wear uniform shirts as a further method of identification.
- 3.4.2 All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the City of Miami Gardens. The contractor shall supply competent and physically capable employees and the City may require contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.
- 3.4.3 Contractor shall assign an "On Duty" supervisor who speaks and reads English.
- 3.4.4 Contractor shall have its employees refrain from smoking in municipal buildings. Proposer's employees shall not drink or have in their possession alcoholic beverages.
- 3.4.5 All employees of the contractor assigned to the City shall be bonded.
- 3.4.6 The City's Police Department will perform background checks on all employees of the contractor assigned to the City. Contractor will be responsible for any additional background costs if assigned employees do not pass.

3.5 SECURITY:

- 3.5.1 Contractor shall provide & maintain a \$100.00 key deposit to be forfeited in the event of lost keys. Contractor may not duplicate or dispose of keys without prior City approval. Lost keys must be reported immediately to City's Representative.
- 3.5.2 Contractor shall maintain the security of the location/facility at all times. Contractor shall not allow any persons other than his employees or authorized City staff to enter the premises at any time while under his supervision. Contractor shall keep the doors locked at all times. Contractor shall disarm the alarm system upon arrival and re-arm the system when leaving.
- 3.5.3 The City will deduct any and all costs from the contractor for any false alarm and/or re-call of City staff for "late to close" conditions.

3.6 SCOPE OF SERVICES

3.6.1 MATERIALS/SUPPLIES:

The successful proposer will be responsible for providing all paper products, including toilet tissue (minimum two ply), paper towels; trash can liners, cleaning

supplies including basic detergents, bleach, polishes, spray buff, carpet cleaner required to maintain any carpeted areas; germicidal type hand soap for dispensers; disinfectant germicidal floor cleaner suitable for VCT vinyl tile and wax suitable for VCT vinyl tile or equal (no steel wool may be used). Paper products provided must be the proper size and type for the existing dispensers(s). An additional ten percent of daily amount used by location is to be stored on site and available for use when required.

The City encourages the Proposer to use green products.

Proposer shall submit a list of all supplies and materials, including Chemical Material Safety Data Sheets to the City's Authorized Representative for approval prior to using them on the job site. City shall be sole judge of acceptability of supplies and materials. All supplies and materials, applicators and containers shall be properly identified and labeled at all times and stored in janitor's closet.

3.6.2 QUALITY STANDARDS:

The successful proposer shall achieve the City's desired standards as outlined herein which will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, the contractor will immediately remove any visible soil which is found as a result of his inspection. Absence of soil shall be at a minimum as follows:

- Absence of dust on horizontal & vertical surfaces, floors, walls ledges, furniture including but not limited to file cabinets, desks, credenzas, etc. & equipment.
- Absence of litter & trash on floor and horizontal surfaces of equipment.
- Absence of finger marks spots and/or soil build-up on walls, partitions, doors, dividers, etc.
- Absence of incrustation, soil & wax build-up on floors, particularly in corners, along edges and baseboards, around door jams, & around furniture and equipment legs and bases.
- Absence of soil & stains on toilet room fixtures, drains, traps, faucets, soap & paper dispensers, stalls, mirrors, ledges & drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures, where required.
- Absence of dust, spots, soil build-up & incrustation on furniture & equipment surfaces & legs.
- Absence of dust, lint & litter on upholstered furniture.
- Absence of soil, litter, dust & incrustation in wastebaskets, & trash containers. Wastebaskets & trash containers to be washed as needed.
- Absence of marks, spots, stains & streaks on interior & exterior entrance doors lobby glass, display cases, all partition glass, & interior windows.
- Absence of soil & dust on window sills, frames and ledges.
- Absence of soil & dust on all window treatments, including horizontal blinds.
- Absence of other visible soil & cobwebs on horizontal surfaces including ceilings.
- Absence of trash in buildings. Trash shall be collected & removed to designated area(s).
- Absence of soil, litter dust & spots from all carpets & floors.
- Absence of streaks, spots, stains from all bright work, where appropriate. All bright work shall be polished dry to a sheen.
- Absence of streaks, spots, stains, incrustation, dirt, dust, black marks from all resilient floors.

3.6.3 CLEANING AREAS WITH DATA PROCESSING MACHINES, COMPUTERS, PRINTERS ETC.:

- Contractor shall not move nor jar computers, and/or equipment & accessories. Computers and other electronic equipment are very sensitive and must not be moved, bumped, jarred, nor tampered with.
- Contractor shall not use powdered cleansers, brushes, dusters, rags or waste material which leave dust nor any material containing silicon on or around this equipment.
- Contractor shall have its personnel wear clean clothes which have not been contaminated by other cleaning duties.

3.6.4 QUALITY CONTROL:

The contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the proposer's basic quality control program shall be submitted with Proposal Form. The program will include but not limited to:

- An inspection system covering all the services stated in PERFORMANCE SPECIFICATIONS of this document.
- A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
- A file of all inspections conducted by the contractor and the corrective action taken. This document shall be made available to the City during the term of contract.
- The City of Miami Gardens shall monitor the contractor's performance under this contract using quality assurance procedures as specified.
- All questions concerning the quality or acceptability of materials used, the work performed, the manner of performance and progress being made in meeting the specifications shall be determined by the City's Authorized Representative.
- The contractor shall provide the City's Authorized Representative with a completed inspection check list covering each day's activity & summarized weekly progress report.

3.7 JANITORIAL SERVICES EACH LOCATION/FACILITY:

Upon award of contract, contractor is required to perform an initial cleaning to bring each location/facility into contract compliance in accordance with the specifications. This cleaning must be performed within 30 days of start of services and satisfactory completion must be approved by the City's Representative.

SERVICES TO BE PERFORMED AT EACH CLEANING – DAILY:

- Clean all entrances (including mats) & entrance glass. Area must be cleaned & made free of debris. Empty & clean waste containers, inserting liners as required.
- Dust & clean all level surfaces of desks, telephones, chairs, tables, filing cabinets other office furniture, window sills, window treatments (blinds) & exposed book stack areas where applicable. (Papers on desk(s) & other furniture must not be moved).
- Dust tops & baseboards of upholstered partitions (cubicles) where applicable.
- Clean and disinfect hand marks from counter tops, glass, chrome handrails & filing cabinets.
- Clean all glass doors, glass partitions, windows of interior offices
- Spot clean walls & wood work, baseboards, light switches & door moldings to remove soiled areas.
- Clean & disinfect drinking fountains, using disinfect which will kill spores for up to 36 hours.
- Clean & polish all metal, including entrance doors.

- Thoroughly clean kitchenettes & kitchen areas. Clean counter tops, cabinets, tables & chairs, exterior of stoves, microwaves, exterior of refrigerators & sinks. Mop & disinfect floors. (Dish washing is not included).
- Sweep and/or dust and damp mop all non-carpeted floors, including rubber floor areas, removing & replacing all tables & chairs (where applicable), floor mats & rugs prior to cleaning.
- Spray buff all non-carpeted areas as section 3.8.1.
- Full vacuum all carpeting (floors) including spot cleaning of carpet where necessary. Spot cleaning shall include but not be limited to: removal of gum.
- Restrooms cleaned and disinfected daily, mop floors. (toilets and sinks).
- Empty all waste baskets & other waste containers inserting liners as required.
- Remove trash from building & deposit trash in designated areas.
- Remove recyclable trash from building & deposit in designated recycled areas.
- Maintain janitorial closet so it is clean & orderly.
- Leave notice advising of any irregularities noted during servicing the location/facility in designated area.
- Turn off all lights except those required to be left on.
- Close & lock all windows, doors and alarm building.

SERVICES TO BE PERFORMED MONTHLY – Between 1st – 5th of each Month:

- Clean & disinfect all office telephones.
- Clean & polish fronts & tops of counters.
- Vacuum upholstered furniture including fabric office partitions (cubicles).
- Clean picture frames & wash glass, if any. Wash clock face glass.
- Clean all electric switch plate covers & receptacles.
- Clean, wax (non-skid) & machine polish all non-carpeted floor areas.
- Dust & wipe clean all window sills and window treatments (blinds).
- Lobby areas clean interior windows.
- Dust & wipe exposed air conditioning grills, vents.
- Clean (vacuum) metal strips on ceiling tiles
- Wash baseboards and exposed pipes where applicable.
- Clean floor drains using a cream cleanser, scrub pads & floor drain brush to remove corrosion & tarnish. After cleaning, fill drain trap with germicidal detergent to prevent escape of sewer gas.
- Descale toilets with non-acid bowl cleaner to remove scale, scum, mineral deposits, rust stains, etc. from the inside & outside of toilet bowls.
- Treat heavy traffic carpeted areas per floor care procedures described herein to ensure maintenance of carpet care standards required by this contract as per section 3.8.2.

SERVICES TO BE PERFORMED QUARTERLY –Apr. 15; Jul. 15; Oct. 15; Feb. 15:

- Thoroughly machine strip, seal, wax & polish all non-carpeted floor areas. Non-skid wax shall be used.
- Clean all carpet areas to completely remove any and all stains without altering color of carpet areas using steam clean or dry foam only
- The contractor must coordinate the scheduling of quarterly cleaning with City's Representative at each location.
- Clean interior of refrigerators.
- Clean & vacuum all air conditioning vents

SERVICES TO BE PERFORMED SEMI-ANNUALLY – Jun. 30; Dec. 30:

- Steam clean upholstered furniture & wall partitions (cubicles)
- All book shelves are to be dusted & wiped clean; such cases are to be wiped down on top, bottom, between books and side to insure that they are dust free.

- Wash naugahyde or plastic furniture.
- Wipe & dust under all upholstered furniture (including furniture legs & bottoms).
- Wipe & dust all baseboards through location/facility (under desks, behind furniture etc.).
- Wash overhead lighting fixtures & lighting glass.
- Wash interior windows
- The contractor must coordinate the scheduling of semi-annual cleaning with City's Representative at each location.

3.8 MAINTENANCE OF FLOORS OTHER THAN RESTROOMS:

3.8.1 NON-CARPETED AREAS

- Either the water or water less (dry) process may be used. Only highest quality materials may be used. (daily).
- Completely strip & thoroughly rinse floors (no ammoniated stripper or steel wool) (quarterly)
- Apply 1 coat of high grade seal (quarterly)
- Apply 2 coats of high grade finish/wax (non-skid wax) (quarterly)

3.8.2 CARPETED AREAS

- Vacuuming – vacuum all areas making sure vacuum bags do not exceed 70% capacity.
- Full Vacuuming (daily) Furniture is moved to thoroughly vacuum all carpeted areas. This includes under desks, close to walls, etc.
- Spotting (daily) – Spot carpet areas using a professional spot cleaner in the following manner:
 - Spray spot, agitate from the outside in using a nonblunt instrument such as a bone scraper
 - Blot spot using a white cotton towel. Larger spots may be removed using a hand tool or wand. This step can be performed while vacuuming. Note – about 80-90% of spots will be removed during this step.
- Clean (quarterly) all carpet areas to completely remove any and all stains without altering color of carpet using steam or dry foam method only.

3.9 MAINTENANCE OF FLOORS IN RESTROOMS:

Floors will be thoroughly washed using a good grade of floor detergent & a solution containing a disinfectant approved by the City. Floors will be thoroughly wet mopped on each day of service. In the event a toilet or washroom is found to be in a condition in which damp mopping is not satisfactory, it will be the responsibility of the contractor to thoroughly clean the floor to bring it to an acceptable level.

3.9.1 REST ROOM CLEANING

- Clean floors as described above
- Clean all partitions with a germicidal cleaner (monthly)
- Mirrors, bright metal surfaces, partitions and sinks shall be kept free of graffiti, marks & streaks, thoroughly clean all fixtures, toilets & lavatories with solution containing an approved disinfectant. Damp mop lavatory floor areas as described above. (daily).
- Wipe off all tile edging.

3.10 ADDITIONAL JANITORIAL SERVICE:

The City may from time to time require additional janitorial/cleaning personnel. Please provide an hourly rate for additional personnel on the Proposal Form.

YES___ NO___ 1. Copy of appropriate License and Permits

YES___ NO___ 2. Proof of ability to obtain insurance

YES___ NO___ 3. Bid Submittal Price

YES___ NO___ 4. Bid signed by authorized representative

YES___ NO___ 5. Vendor Representative Contact information

YES___ NO___ 6. References with Phone & Fax Numbers, E-mail Address

YES___ NO___ 7. List of Similar Contracts

YES___ NO___ 8. Bid prepared with copies

YES___ NO___ 9. City Business Tax License (if applicable)

Yes ___ NO___ 10. Equipment List

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a “NO BID” in any portion of a section will not be considered for award.

BID SUBMITTAL

Deliver Proposal to:

**CITY OF MIAMI GARDENS
CITY CLERK
1515 N W 167th Street; Bldg. 5 Suite 200
Miami Gardens, Florida 33169**

**BID #08-09-032
Title: Janitorial Services
April 23, 2009**

(Vendor)

agrees to supply labor, equipment, supplies required for the JANITORIAL SERVICES as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

Gentlemen:

The undersigned Bidder has carefully examined the Sites, Specification requirements, Drawing, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the material & installation called for by the Specifications, Drawing and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation to furnish Janitorial Services performed under this contract.

All costs for materials, equipment, labor, fuel, etc. required to provide the Janitorial services shall be included in this price.

SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:

Vendor shall provide Janitorial Services as specified herein	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Vendor shall provide timely and complete cleaning service as specified	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Vendor shall insure adequate personnel & equipment to provide specified levels of service	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Vendor shall hold unit proposal prices firm throughout contract period of two years	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Vendor guarantees respond time necessary to have a crew return to correct unfinished or unsatisfactory janitorial services	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>

Service Description	Bid Price – Per Month
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1. City Hall Buildings

Janitorial Service	\$ _____/Month
Paper Supplies	\$ _____/Month
Plastic Supplies	\$ _____/Month
Cleaning Supplies	\$ _____/Month
Total:	\$ _____/Month

Option 1)

2. Public Works Building

Janitorial Service	\$ _____/Month
Paper Supplies	\$ _____/Month
Plastic Supplies	\$ _____/Month
Cleaning Supplies	\$ _____/Month
Total:	\$ _____/Month

Option 2)

3. Police Department

Janitorial Service	\$ _____/Month
Paper Supplies	\$ _____/Month
Plastic Supplies	\$ _____/Month
Cleaning Supplies	\$ _____/Month
Total:	\$ _____/Month

4. Additional Janitorial/Cleaning Staff \$ _____/Hour/Person

Dated this _____ day of _____, _____
(Month) (Year)

Print _____

E-Mail: _____

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ **Fax:** (____) _____
E-Mail: _____

Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ **Fax:** (____) _____
E-Mail: _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	8	9	10

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the City:

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: (____) _____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: (____) _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

PROJECT: JANITORIAL SERVICES

OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 622-8001, e-mail: pthompson@miamigardens-fl.gov.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

In what State: _____

If Foreign Corporation:

Date of Registration with

Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____
2. _____
3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____
2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- A. List all pending lawsuits:
 - B. List all completed lawsuits:
 - C. List all judgments from lawsuits in the last five years:
 - D. List any criminal violations and/or convictions of the proposer and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated _____, 20__

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

